

EXHIBIT "A"

Parcel No. 16 22 100 027, 034, 024

TRACT I (24.904 Acres) Parcels 1 & 2:

Auditor's Sidwell No. 16-22-100-027-1 & 16-22-100-027-2:

Situate in Section 22, Town 4, Range 2, City of Mason, Warren County, Ohio and being part of Lot 13, Kings Island Technical Center, Block B, as recorded in Plat Book 26, Page 9, Warren County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at an iron pin at the northeast corner of said Lot 13, said point also being in the south right-of-way line of Western Row Road and lies South 84° 14' 47" East, 1454.99 feet and South 05° 37' 41" West, 50.00 feet from the northwest corner of said Section 22;

Thence with the lines of said Lot 13, South 05° 37' 41" West 791.05 feet to an iron pin and South 84° 22' 19" East, 57.36 feet to an iron pin;

Thence South 23° 21' 04" West, 136.82 feet to an iron pin;

Thence South 48° 11' 14" West, 421.60 feet to an iron pin;

Thence, North 84° 30' 00" West, 437.84 feet to an iron pin in the east right-of-way line of

Innovation Way;

Thence, with said east right-of-way line the following five (5) courses and distances:

1. North 05° 30' 00" East, 87.07 feet to an iron pin;

2. Along an arc deflecting to the left, having a radius of 385.00 feet, a distance of 250.86 feet, the

chord of said arc bears North 13° 10' 00" West, 246.45 feet to an iron pin;

3. North 31° 50' 00" West, 257.27 feet to an iron pin;

4. Along an arc deflecting to the right, having a radius of 315.00 feet, a distance of 206.65 feet

the chord of said arc bears North 13° 02' 23" West, 202.96 feet to an iron pin;

5. North 05° 45' 13" East, 478.22 feet to an iron pin;

Thence, along an arc deflecting to the right, having a radius of 40.00 feet, a distance of 62.83 feet the chord of said arc bears North 50° 45' 13" East, 56.57 feet to an iron pin in the south right-of-way line of aforesaid Western Row Road;

Thence with the said south right-of-way line, South 84° 14' 47" East, 967.19 feet to the point of beginning.

Containing 24.9040 acres of land.

Subject to all legal highways and easements of record.

The above description was prepared from a plat of survey by McGill Smith Punshon, Inc., dated

12/21/00, under the supervision of Jerry L. Keiler, P.S. Ohio Registration No. 7584.

(Continued)

TRACT II: (16.051 Acres)

Auditors Sidwell No. 16-22-100-034

Situate in Section 22, Town 4, Range 2, City of Mason, Warren County, Ohio and being all of Lot 14 of King's Island Technical Center Block B as recorded in Plat Book 26, Page 9, Warren County Recorder's Office and being more particularly described as follows:

Beginning at the northwest corner of said Lot 14;

Thence along the north line of said Lot 14 and the south right of way line of Western Row Road, South 84° 14' 47" East, 37.70 feet to a point on the east line of said Lot 14 and the west right of way line of Innovation Way;

Thence along said line the following eight (8) courses:

1. A curve to the right having a radius of 40.00 feet, a distance of 62.83 feet, the chord bearing

South 39° 14' 47" East, 56.57 feet;

2. South 05° 45' 13" West, 478.22 feet;

3. A curve to the left having a radius of 385.00 feet, a distance of 252.57 feet, the chord bearing

South 13° 02' 24" East, 248.06 feet;

4. South 31° 50' 00" East, 257.27 feet;

5. A curve to the right having a radius of 315.00 feet, a distance of 205.25 feet, the chord

bearing South 13° 10' 00" East, 201.64 feet;

6. South 05° 30' 00" West, 1395.65 feet;

7. A curve to the left having a radius of 385.00 feet, a distance of 266.67 feet, the chord bearing

South 14° 20' 36" East, 261.37 feet;

8. A curve to the right having a radius of 315.00 feet, a distance of 75.18 feet, the chord bearing

South 27° 20' 58" East, 75.00 feet to a point on the south line of said Lot 14;

Thence along said line, North 74° 52' 00" West 822.23 feet to a point on the west line of said Lot 14 and the west line of said Section 22:

Thence along said line the following three (3) courses:

1. North 06° 00' 55" East, 131.72 feet;

2. North 05° 51' 46" East, 779.74 feet;

3. North 05° 30' 32" East, 45.05 feet to a point on the north line of said Lot 14:

Thence along the north and west lines of said Lot 14 the following four (4) courses:

1. South 84° 14' 19" East, 600.00 feet;

2. North 05° 30' 32" East, 694.27 feet;

3. North 31° 50' 03" West, 494.57 feet;

(Continued)

4. North 05° 30' 32" East, 675.00 feet to the point of beginning. Containing 19.287 acres of land. Subject to all easements, legal highways and restrictions of record.

Prepared by McGill Smith Punshon, Inc. on March 6, 1996.

SAVE & EXCEPT 3.236 Acres conveyed to The Health Alliance of Greater Cincinnati by General Warranty Deed dated December 27, 2006, filed for record January 19, 2007 in Official Record Book 4383, Page 354, Warren County, Ohio Records.

TRACT III: (6.799 Acres)

Auditor's Sidwell No. 16-22-100-024

Situated in City of Mason, Warren County, Ohio and being a part of Section 22 and Section 23. Town 4, Range 2 and bounded and described as follows:

Beginning at an iron spike at the intersection of the centerline of Stitt Road (County Road No.

245) with the centerline of Western Row Road (County Road No. 54) and being at the Northwest

corner of said Section 22 and at the Northwesterly corner of a 59.78 acre. Tract, recorded in Deed

Book 371, Page 478. of the Deed Records of said County; thence, with the centerline of Western

Row Road and with the Northerly boundary line of said 59.78 Acre Tract, S. 84° 14' 47" E.

1454.99 feet (passing an iron spike at 300 feet) to the real point of beginning for the herein

described tract.

Running thence from said real point of beginning on the following courses:

1. S. 5° 37' 41" W. 841.05 feet;
2. S. 84° 22' 19"E. 57.36 feet;
3. N. 58° 56' 39" E. 138.84 feet;
4. N. 43° 26' 14" E. 263.28 feet;
5. N. 25° 25'14" E. 134.37 feet;
6. N. 17° 32' 39"E. 177.54 feet;
7. N. 11° 10' 24" E. 207.00 feet;
8. N. 89° 39' 14" E. 68.21 feet;
9. N. 5° 37' 41" E. 114.75 feet to the center line of Western Row Road;
10. S. 83° 20' 27" W. 291.46 feet along the centerline of said road;
11. N. 88° 36' 44" W. along the centerline of said road 215.81 feet; to the point of beginning.

Containing 6.842 acres. Subject to all legal highways and easements and restrictions of record.

SAVE & EXCEPT 0.043 Acres conveyed to The City of Mason by Warranty Deed from

(Continued)

Cincinnati Electronics Corp., dated August 3, 2000, filed for record August 10, 2000 in Official Record Book 1990, Page 981, Warren County, Ohio Records.



OAKPARK DEVELOPMENT AGREEMENT

23RD THIS DEVELOPMENT AGREEMENT (the "Agreement"), effective as of the day of December, 2009, by and between the City of Mason, an Ohio municipal corporation having an address of 6000 Mason-Montgomery Road, Mason, Ohio 45040 (the "City"), and Al. Neyer, LLC, an Ohio corporation, having as address of 302 W. Third Street, Suite 800, Cincinnati, Ohio 45202 (the "Developer"), under the following circumstances:

WHEREAS, the City has a desire to create or preserve jobs and employment opportunities in the City; and

WHEREAS, the City and the Developer have a mutual interest in the master planning and development of the area along Western Row Road between I-71 and Old Western Row Road consistent with the City's Comprehensive Plan. This area branded as OakPark has been envisioned to be a vibrant mixed-use district to attract high quality office, and include office related amenities such as service retail and residential components; and

WHEREAS, Developer is committed to the OakPark vision and intends to express such commitment in its related real property holdings; and

WHEREAS, Developer or one of its affiliates is currently the owner of several parcels in the OakPark district. These parcels include: a.) 6.46+/- acres at the intersection of Cintas Boulevard and Western Row Road; b.) 11.31+/- acres on Cintas Boulevard; c.) 31.68+/- acres at the intersection of Innovation Way and Western Row Road; d.) 16.05+/- acres on Innovation Way and; e.) 2.21+/- acres at the intersection of Old Western Row Road and Tylersville Road. This totals 67.71+/- acres (collectively known as the "Developer Controlled Parcels"); and

WHEREAS, the Developer will provide master planning services to cause the OakPark district to be developed.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by the parties, the City and the Developer hereby agree as follows:

1. Development Site Property Acquisition. In order to create or preserve jobs and employment opportunities in the City, the City and Developer (and any affiliate of Developer which owns any part of the Development Site (as hereinafter defined)) agree to negotiate and enter into an Agreement of Purchase and Sale and Repurchase for the 31.68+/- acres at the intersection of Innovation Way and Western Row Road and the 16.05+/- acres on Innovation Way. This totals 47.74+/- acres ("Development Site"). This Real Estate Purchase Agreement with Repurchase Obligation and Put Option (the "Purchase Agreement") shall, at a minimum, include the following terms and conditions:

- a. The City will purchase from Developer and take title to the Development Site for the acquisition cost of \$62,500 per acre for a total of \$2,983,125 as adjusted based on the actual acreage of the Development Site.
- b. The City will issue Financing Debt to provide the financing to acquire the Development Site. This financing will include 3 years of capitalized interest.
- c. Developer will pay all maintenance costs (real estate taxes, legal fees, mowing, utilities to existing vacant residential home, etc.) associated with the Development Site during this 8 year period.
- d. Developer will be required to repurchase the Development Site from the City over the 8 year period based upon a to-be-determined take-down schedule. The purchase price will be the original \$62,500 per acre acquisition cost of the City plus all associated carrying costs (legal fees, etc). The parties envision this take-down obligation to be scheduled in years 4 through 8 with any earlier purchases to offset the required scheduled purchases.
- e. In the event that the Financing Debt contemplated by Section 3 of the Purchase Agreement cannot be sold in the commercial market within one hundred and twenty (120) days after the City closes on its purchase, Developer will agree to repurchase the entire Development Site for the original purchase price plus any demonstrated carrying costs of the City.

2. Master Planning Services. The Developer shall provide master planning services for the OakPark district, which includes approximately 200 acres of land, some of which is owned by Developer and some of which is owned by unrelated third-parties, but all of which shall be included in the master planning services and marketing efforts. Such master planning services shall, in general, include the following:

- a. Branding and identification of the Development Site and the City of Mason as the OakPark district.
- b. The performance of master planning services more fully set forth in the Services Summary attached hereto as Exhibit A and incorporated herein by reference (the "Services Summary").
- c. Developer shall initiate the master planning services within thirty (30) days of the execution of this Agreement and shall substantially complete the master planning services within eight months from the execution of this Agreement.

3. Cost and Expense of Master Planning Services. Developer shall be responsible for all master planning costs incurred in the performance of the services set forth in Section 2 hereto, including the Services Summary, which costs shall include all costs incurred by all consultants engaged in the performance of such services, including

entities affiliated with Developer and all other third party services providers. The City shall reimburse Developer for up to one-third of the costs and expenses of the master planning services, but in no event shall the City's reimbursement exceed \$70,000.

4. Ancillary Developer Services. In addition to the items set forth in Sections 1, 2, and 3 hereto, the Developer shall perform the following acts in connection with the development of OakPark:

a. Lead the OakPark master planning/visioning process. This will include creation of the proposed development plan for all Developer Controlled Parcels. The resulting marketing collateral for the project should be adequate enough to convey the vibrant office, mixed-use development and may require development plan scenarios on non-developer controlled properties within the district. The City shall be an active participant in this process and shall have final reasonable approval authority of the development plan prior to any implementation of the plan by Neyer.

b. Solicit market knowledge from the real estate brokerage community throughout the master planning process.

c. Lead the creation of the marketing plan/materials for OakPark. This will include a written marketing plan, OakPark branding, renderings, etc. The City shall be an active participant in this process and shall reasonably approve all marketing material prior to distribution.

d. Actively market OakPark utilizing the real estate brokerage community, City relationships and Developer relationships/reputation.

e. Develop the Developer Controlled parcels in a manner consistent with the City's Comprehensive Plan and more specifically consistent with the to-be-created development plan which will incorporate a design for ideal users, such as corporate, class A office, high-tech development, complimented with service retail and residential and that would serve as consistent companion development to the areas surrounding OakPark. Developer agrees to consult with the City and incorporate City input in this to-be-created development plan. The parties agree that 16.05 acre parcel on Innovation Way is not included in the OakPark plan and will continue to be marketed for high tech users such as Intelligrated, Fujitec, etc. within the current zoning on the property.

f. Assist the City in communication with surrounding property owners, businesses and residents on the vision for OakPark.

g. Developer further agrees to dedicate, by appropriate instrument or instruments, all real property as determined to be necessary as right of way for the proposed future construction of a full interchange at Western Row Road and I-71. Developer further agrees to grant an additional easement for the current access

road which may be required to be relocated as a result of any proposed future construction of a full interchange at Western Row Road and I-71. Said dedication shall be made at such time as determined by the City, by December 31, 2012 or prior to Developer transferring the property, whichever occurs at the earliest time.

5. Ancillary Obligations of the City. In addition to the City's obligations set forth in this Agreement, the City shall:

a. Support and continue to work with the Ohio Department of Transportation, Warren County, Deerfield Township and local businesses and residents in an effort to have the Ohio Department of Transportation and other applicable governmental entities construct a full north- and southbound interchange at I-71 and Western Row.

b. Assist Developer in the master planning and marketing processes as discussed above.

c. Cooperate with Developer in the zoning required to fulfill the OakPark vision. However, the parties acknowledge and agree that nothing in this Agreement shall guarantee any request(s) for zoning changes, variances, or related requests. Any master plan created for OakPark shall be consistent with the City's Comprehensive Plan and follow standard development procedures of Planning Commission and City Council review and approval.

d. Lead the effort to communicate the OakPark vision with surrounding property owners, businesses and residents.

e. Participate in the cost of the required public infrastructure (streets, utilities, traffic control, etc.) within OakPark where applicable utilizing TIF, grants, etc.

f. Work with the Developer to support and create a "City of Mason Gateway" at the Western Row and I-71 intersection.

6. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Developer: Al. Neyer, Inc.
302 West Third Street, Suite 800
Cincinnati, Ohio 45202
Attn: Mr. Christopher P. Dobrozsi

If to the City: City of Mason
6000 Mason-Montgomery Road
Mason, Ohio 45040
Attn: Mr. Eric Hansen

7. Miscellaneous.

a. Conflict of Interest; Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

b. Non-Merger by Operation of Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the real property comprising the Development Site, and any such deed shall not be deemed to affect or impair the terms and conditions of this Agreement.

c. Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

d. Duration. The term of this Agreement shall commence on the date set forth above and shall remain in effect and as a continuing obligation of the Parties until all parcels noted in Section 1 above have been transferred to Developer.

e. Waiver. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

f. Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

g. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. In the event the Developer assigns this Agreement, written notice of such assignment shall be provided to the City at least fifteen (15) business days in advance of such assignment. Any such assignment may only be made to a person or entity financially capable of completing the development plan described herein and shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

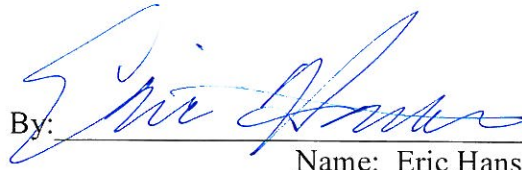
h. Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development Site, and the development plan to be completed thereon, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto. Any substantial waivers, alterations, or modifications of this Agreement will require the adoption of legislation by the Council of the City of Mason, which it exercises in its sole discretion and legislative prerogative.

i. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

j. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof. The City and the Developer agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained. Terms used in this Agreement in capitalized form and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

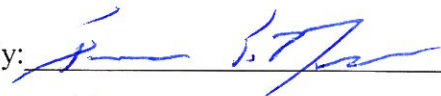
The Developer has caused this Agreement to be duly executed by JAMES T. NEYER its EXEC. VICE PRES., on the 23RD day of DECEMBER, 2009; and the City has caused this Agreement to be duly executed by Eric Hansen, its City Manager, on the 23RD day of DECEMBER, 2009, as authorized by Ordinance No. _____.

CITY OF MASON

By: 
Name: Eric Hansen

Title: City Manager

AL. NEYER, LLC

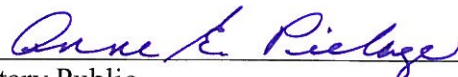
By: 
CPD

Name: **James T. Neyer**

Title: **Exec. Vice President**

STATE OF OHIO)
SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 23RD day of DECEMBER, 2009, by JAMES T. NEYER, EXEC. VICE PRESIDENT of Al. Neyer, LLC, an Ohio corporation.


Notary Public



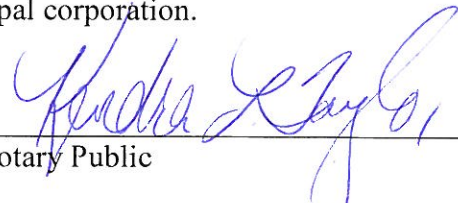
ANNE E. PIELAGE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 06-15-10

STATE OF OHIO)
SS:
COUNTY OF WARREN)

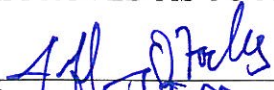
The foregoing instrument was acknowledged before me this 23RD day of December, 2009, by Eric Hansen, City Manager of the City of Mason, an Ohio municipal corporation, on behalf of the municipal corporation.



KENDRA L. TAYLOR
Notary Public, State of Ohio
WARREN COUNTY
My Comm. Expires June 30, 2010


Notary Public

APPROVED AS TO FROM FOR CITY BY:


Name: Jeffrey D. Forbes
Title: Assistant Law Director

691371.1

EXHIBIT A

SERVICES SUMMARY

Lead the OakPark Master Planning/Visioning Process.

Lead the creation of the OakPark Master Planning Team.

Interview and contract with third party master planning firm to assist in the process.

Lead the development of concepts for long term land use to optimize economic sustainability based upon (listed in no particular order):

- Market Study
- Transportation Improvements
- Land Parcel
 - Size
 - Visibility
 - Orientation
 - Drainage
 - Access
 - Circulation
 - Parking (and shared parking)
 - Services
- Combination and relationship between uses
- Zoning and regulatory factors
- Conjunction with Mason 2010 Comprehensive Plan

Lead the preparation of a final Master Plan that will include:

- Land Use diagram
- Pedestrian and Vehicular Circulation Plan
- Parking concepts
- Regulatory recommendations
- Infrastructure and service requirements
- Technical memorandum
- Conceptual building layouts
- Way finding signage concepts
- Architectural renderings of the final Master Plan including the Gateway.

Lead the creation of the OakPark logo.

Assist the City of Mason in the creation of the “City of Mason Gateway” at the I-71 and Western Row Road intersection.

EXHIBIT C

Permitted Exceptions/Encumbrances

A. Schedule B-Section II Exceptions/Chicago Title Insurance Company Title Commitment attached hereto: Items 1 through 8, Items 11 through 37.

B. Merger of Easements (pursuant to Section 16(a)(v); Schedule B-Section II Exceptions/Chicago Title Insurance Company Title Commitment: Items 14, 16, 22, 27, 28, 30, 33, and possibly 36.

SCHEDULE B — SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records. Taxes or assessments for street improvements under construction or completed at Date of Policy which are a lien but not yet due and payable.
7. Roads, streams, ways or easements, if any, not shown of the public record, riparian rights and title to any filled-in lands.
8. Assessments which are a lien or may become a lien but not yet certified to the County Auditor.
9. This Commitment for Title Insurance is issued in contemplation of the issuance of a policy or policies of title insurance and Wood & Lamping, LLP and Chicago Title Insurance Company shall have no obligation outside the terms of this Commitment. Specifically, any title search or examination conducted by Wood & Lamping, LLP as a basis for issuing this Commitment shall be for the benefit of Wood & Lamping, LLP and Chicago Title Insurance Company only, and does not inure to the benefit of any other party, including any seller, purchaser or lender.
10. In the event any proposed insured under this Commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration of date of the Commitment, said proposed insured shall have no cause of action or recourse against Wood & Lamping, LLP or Chicago Title Insurance Company based on the title search or examination. By accepting the within Commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
11. All taxes and assessments, if any, including taxes and assessments not yet due and payable; and additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation. The installment due for the year 2008 have been paid in the amount of \$19,662.78 for Parcel no. 16-22-100-027-1; \$73.56 for Parcel no. 16-22-100-027-2, \$9,398.26 for Parcel no. 16-22-100-034; \$4,738.61 for Parcel no. 16-22-100-024..
12. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule "C" hereof, this policy does not insure or guarantee the acreage or quantity of land set forth therein.

Title No.: 09-12-0709

Locate No.:

SCHEDULE B — SECTION II

(Continued)

13. Water main easement from Board of County Commissioners of Warren County, Ohio and Cincinnati Electronics Corporation to the City of Mason, dated 8-24-99, recorded 8-26-99 in OR 1818, page 787, Warren County, Ohio records. TRACT I
14. Sanitary sewer easement 20 feet in width to the City of Mason, dated 3-26-80, recorded 3-27-80 in OR 54, page 600, Warren County, Ohio records. TRACT I
15. Application for Grant of Easement, Consent to Easement and Certificate from Cincinnati, Electronics consenting to a certain right of way and easement to Cincinnati Gas & Electric Company dated 3-10-97, recorded 4-1-97 in OR 1345, page 844, Warren County, Ohio records. TRACT I
16. Water main easement from Duke Construction Limited Partnership to the City of Mason dated 6-7-99, recorded 9-13-02 in OR 2670, page 458, Warren County, Ohio records. TRACT I
17. Easement and Maintenance Agreement between the County of Warren, Ohio and Miller-Valentine Partners, dated 4-7-89, recorded 6-22-89, in OR 509, page 427, Warren County, Ohio records. TRACT I
18. Restrictive covenants dated 5-27-86, recorded 5-28-86, in OR 301, page 412, Warren County, Ohio records. TRACT I
19. 20 ft sanitary sewer easement recorded 8-15-91 in Plat Book 24, page 18 and recorded 5-22-87 in Plat Book 17, page 100, Warren County, Ohio records. TRACT I
20. Utility easement from Neyer Land Holdings I, LLC to Board of County Commissioners of Warren County, Ohio, dated 8-5-09, recorded 8-18-09, in OR 4938, page 49 Warren County, Ohio records. TRACT II
21. Easement and right of way, 300 feet in width to the Cincinnati Gas & Electric Company, dated 3-18-63, recorded 3-30-63 in Deed Book 336, page 186, Warren County, Ohio records.
 - a) Assigned by Cincinnati Gas & Electric Company to Tri-State Improvement Company by Assignment dated 11-11-63, recorded 12-31-64 in Deed Book 359, page 187, Warren County, Ohio records.
 - b) Assigned by Tri-State Improvement Company to The Cincinnati Gas & Electric Company by Assignment dated 11-11-70, recorded 11-16-70 in Deed Book 419, page 469, Warren County, Ohio records.TRACT II
22. 20 ft sanitary sewer easement to the City of Mason, dated 3-26-80, recorded 3-27-80 in OR 54, page 600, Warren County, Ohio records. TRACT II
23. Restrictive Covenants dated 5-27-86, recorded 5-28-86 in OR 301, page 412, Warren County, Ohio records. TRACT II
24. 24 ft easement to Cincinnati Gas & Electric Company dated 9-4-86, recorded 10-14-86, in OR 329, page 883, Warren County, Ohio records. TRACT II
25. Easement and Maintenance Agreement between County of Warren, Ohio and Miller-Valentine Partners dated 4-7-89, recorded 6-22-89 in OR 509, page 427, Warren County, Ohio Records. TRACT II

Title No.: 09-12-0709

Locate No.:

SCHEDULE B — SECTION II
(Continued)

26. 20 ft sanitary sewer recorded 8-15-91 in Plat Book 24, page 18 and recorded 5-22-87 in Plat Book 17, page 100 Warren County, Ohio records. TRACT II
27. Sanitary sewer pump station to the City of Mason, Ohio dated 3-22-80, recorded 3-27-80 in OR 54, page 609, Warren County, Ohio records. TRACT II
28. Sanitary sewer easement to the City of Mason, Ohio dated 3-22-80, recorded 3-27-80 in OR 54, page 613, Warren County, Ohio records. TRACT II
29. Easement to Cincinnati Gas & Electric Company dated 1-31-48, recorded 4-14-48, in Deed Book 179, page 24, Warren County, Ohio records. TRACT III
30. Sanitary sewer easement to the City of Mason, Ohio dated 3-22-80, recorded 3-27-80 in OR 54, page 624, Warren County, Ohio records. TRACT III
31. 10 ft water main easement from Board of County Commissioners of Warren County, Ohio and Cincinnati Electronics Corporation to the City of Mason, dated 8-24-99, recorded 8-26-99 in OR 1818, page 783, Warren County, Ohio records. TRACT III
32. Easement for underground water main from Board of County Commissioners of Warren County, Ohio to the City of Mason, dated 8-24-99, recorded 8-26-99 in OR 1818, page 787, Warren County, Ohio records. TRACT III
33. Easement for channel purposes from Cincinnati Electronics Corporation to the City of Mason, Warren County, Ohio dated 8-3-2000, recorded 8-10-2000 in OR 1990, page 973, Warren County, Ohio records. TRACT III
34. Temporary right of way agreement to the City of Mason, Warren County, Ohio for highway construction dated 8-3-2000, recorded 8-10-2000 in OR 1990, page 975, Warren County, Ohio records. TRACT III
35. Temporary right of way agreement to the City of Mason, Warren County, Ohio for highway construction dated 8-3-2000, recorded 8-10-2000 in OR 1990, page 979, Warren County, Ohio records. TRACT III
36. Together with and subject to an easement for Ingress and Egress to the residue of Grantor's property recorded 8-20-2000 in OR 1990, page 981, Warren County, Ohio records. TRACT III
37. 20 ft sanitary sewer easement recorded in Plat Book 17, page 100 and Plat Book 24, page 18, Warren County, Ohio records. TRACT III
38. Mortgage executed by Neyer Land Holdings I, LLC to Fifth Third Bank, dated 7-8-08 and recorded 7-9-08 in Book 4711, Page 39, Warren County, Ohio records, securing the principal sum of \$7,297,500.00. TRACTS I, II, III
39. UCC Financing Statement #70810 to The Bank of New York Mellon from the County of Warren, Ohio filed 4-21-09, Warren County, Ohio records. TRACTS I, II, and III

EXHIBIT A

SERVICES SUMMARY

Lead the OakPark Master Planning/Visioning Process.

Lead the creation of the OakPark Master Planning Team.

Interview and contract with third party master planning firm to assist in the process.

Lead the development of concepts for long term land use to optimize economic sustainability based upon (listed in no particular order):

- Market Study
- Transportation Improvements
- Land Parcel
 - Size
 - Visibility
 - Orientation
 - Drainage
 - Access
 - Circulation
 - Parking (and shared parking)
 - Services
- Combination and relationship between uses
- Zoning and regulatory factors
- Conjunction with Mason 2010 Comprehensive Plan

Lead the preparation of a final Master Plan that will include:

- Land Use diagram
- Pedestrian and Vehicular Circulation Plan
- Parking concepts
- Regulatory recommendations
- Infrastructure and service requirements
- Technical memorandum
- Conceptual building layouts
- Way finding signage concepts
- Architectural renderings of the final Master Plan including the Gateway.

Lead the creation of the OakPark logo.

Assist the City of Mason in the creation of the “City of Mason Gateway” at the I-71 and Western Row Road intersection.